

**28. Award IFB-3082-04/GMG – Term Contract for Snack Vending Machines, to Lance, Inc., Charlotte, North Carolina (17% commissions on gross receipts).**

IFB-3082-04/GMG will provide for snack vending services for different locations throughout the County and the Sheriff's Office and Public Safety Buildings.

This project was publicly advertised and the County received one (1) submittal in response to the solicitation. The Review Committee which consisted of Administrative Services Department/Support Services Division personnel reviewed the response and recommends award of the contract to Lance, Inc., Charlotte, North Carolina. Consideration was given to service, past performance, experience and percentage of commission. The review committee recommends award of the contract considering all the evaluation factors and proposed price schedule and commissions offered to the County.

The vendor shall pay to the County a commission of 17% of gross sales. This is the same percentage rebate that was under the previous contract. Commissions will be paid on a monthly basis for the term of the agreement in effect for a period of three (3) years with two (2) additional periods of two (2) years.

Administrative Services/Support Services Division and Fiscal Services/Purchasing and Contracts Division recommends the Board to award the project and authorize the County Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the scope of services found in the IFB documents.

# B.C.C. - SEMINOLE COUNTY, FL IFB TABULATION SHEET

BID NUMBER: IFB-3082-04/GMG  
 BID TITLE: Term Contract for Snack Vending Machine Services  
 OPENING DATE: March 24, 2004, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	
	Lance, Inc. P O Box 32368 Charlotte, North Carolina 28232-2368  800-438-1880 – Phone 704-643-8154 – Fax Paul Stroup	
% OF COMMISSIONS OF GROSS RECEIPTS	17%	
Can supply mix of products	yes	
One machine dedicated to one type of product	yes	
Conflict of Interest Statement	yes	
Compliance with Public Records Law	yes	
Bidder's Certification	yes	

Posted: 3/24/2004 Recommendation of Award: TBD

**SNACK VENDING MACHINE SERVICES AGREEMENT (IFB-3082-04/GMG)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **LANCE, INC.**, whose mailing address is P.O. Box 32368, Charlotte, North Carolina 28232-2368, hereinafter referred to as "VENDOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY owns and operates the Seminole County Facilities, specified in Exhibit "B," attached; and

**WHEREAS**, the COUNTY desires to make snack foods available to the users and patrons of the Seminole County Facilities according to the terms of this Agreement; and

**WHEREAS**, the VENDOR is competent to provide snack food vending services under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and VENDOR agree as follows:

**SECTION 1. PURPOSE AND SCOPE.** The purpose of this Agreement is to set forth the terms and conditions under which the VENDOR shall provide for the sale of snack foods at the specified locations as contained in Exhibit "B". The VENDOR hereby agrees to provide the services as set forth in Exhibit "A," Scope of Services, attached herein.

**SECTION 2. TERM.** The term of this Agreement shall commence on the date it is executed in full by the parties and shall be in effect

for a period of three (3) years. This Agreement may be renewed for two (2) additional periods of one (1) year through mutual decision of both parties. Each party shall exercise its option to renew not later than thirty (30) calendar days proceeding the expiration date of this Agreement or subsequent renewal period.

**SECTION 3. COMMISSION ON NET SALES.**

(a) The VENDOR shall pay to the COUNTY a commission of seven-ten percent (17%) of gross sales for all snack food vending machines, paid on a monthly basis, for the term of this Agreement.

(b) Commission not paid by the due date shall bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

(c) All commissions due the COUNTY under this Agreement, shall be paid monthly to the COUNTY on or before the fifteenth (15<sup>th</sup>) day of the calendar month succeeding the month for which the payment is applicable.

(d) In computing the commission due the COUNTY, the first monthly accounting period shall commence on the date the VENDOR opens for business and shall end at the close of business on the last day of the same calendar month.

**SECTION 4. VENDOR RIGHTS.** Subject to the terms and conditions of this Agreement, the COUNTY grants VENDOR an exclusive right to install all vending machine snack food which includes coin-operated snack machines. Those exclusive rights are limited to the locations, facilities, and identified on the attached composite Exhibit "B," which is incorporated by reference.

## **SECTION 5. VENDOR RESPONSIBILITIES.**

(a) VENDOR shall be responsible for obtaining all necessary permits and licenses.

(b) VENDOR shall be responsible for compliance with all requirements of federal, state and local laws, rules, and regulations related to the operating and sale of and vending items.

(c) VENDOR is responsible to assure that all equipment, mobile units, and storage units including their drive units and compressors shall not generate offensive noise levels and shall be neat and clean on the interior and exterior at all times. Offensive noises and cleanliness requirements are determined by the Support Services Manager.

(d) VENDOR shall be responsible for all damage to its equipment when the damage is caused by fire, flood, lighting or any cause beyond the control of the COUNTY.

(e) VENDOR shall assure that all personnel assigned to COUNTY facilities shall be courteous and properly attired at all times. VENDOR shall provide uniforms for its employees including, at a minimum, a shirt or blouse with nametag identification.

(f) VENDOR shall properly maintain all vending areas to present a neat, clean and attractive appearance to the COUNTY and its patrons. VENDOR shall perform maintenance services required to comply with terms of this Agreement and as may be directed by the Support Services Manager, at VENDOR's sole cost.

(g) VENDOR shall provide all necessary vending equipment and fixtures to support its snack food vending services under the terms of

this Agreement. Equipment and fixtures shall be adequate to respond to patron demand efficiently. The COUNTY shall provide no food service or storage equipment.

(h) VENDOR will be responsible for all equipment maintenance and repair, at his/her expense, as follows:

(1) Cleaning and polishing of the snack food vending machines so that the equipment is clean and presentable at all times.

(2) Routine maintenance - all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) A realistic program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment must be instituted and carried out.

(5) A service repair telephone number shall be noted on all equipment.

(6) Compliance with Florida Statutes, Section 212.0515(3)(a)(1991) which requires a particular notice to be affixed to all vending machines is required.

(7) Maintenance and service shall be performed within twenty-four (24) hours from a service call. All problems reported to the vendor shall be corrected within twenty-four (24) hours with the exception of a major breakdown. In case of a major breakdown, the machine may not be out of service more than forty-eight (48) hours before replacement.

(i) VENDOR shall participate where possible in all aspects of the COUNTY's recycling program including source separation of waste and recyclables. VENDOR shall coordinate its recycling efforts with the COUNTY's Recycling Coordinator, where possible.

(j) VENDOR shall provide prompt, efficient and courteous service.

(k) The sale of snack food vending items shall be made from locations that are approved by the COUNTY.

(l) The public's right of use and enjoyment of County facilities shall not be infringed upon by any activity of VENDOR.

(m) VENDOR agrees to observe and comply with all rules and regulations adopted by the COUNTY with respect to use of County facilities.

(n) VENDOR shall employ sufficient, suitable personnel and such employees shall be the sole responsibility of VENDOR. Employees shall, at all times, reflect personal cleanliness.

(o) VENDOR shall obtain all licenses and permits as required by the state and local authorities and shall comply with all health, sanitary and other regulations and laws.

(p) VENDOR shall maintain all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities.

(q) VENDOR shall maintain a high quality of snack items and the COUNTY reserves the right to determine whether a particular product complies with the above standards.

(r) VENDOR shall have restocking system procedures.

**SECTION 6. COUNTY RESPONSIBILITIES.**

(a) The COUNTY shall provide trash dumpsters at the specified locations and the VENDOR may utilize the dumpsters for disposal of trash generated at those dumpsters related to the sale of snack food vending items.

(b) The COUNTY shall maintain and repair its building structures designated for the VENDOR's use, including electrical lines up to the point of connection with vending equipment. The VENDOR shall indemnify the COUNTY and be solely responsible for damages and repairs to COUNTY buildings and facilities caused by VENDOR or its employees and agents.

(c) The COUNTY be responsible for janitorial services, with the exception of major clean up required as a result of vending equipment failure or malfunction.

**SECTION 7. REMOVAL OF VENDING PERSONNEL.** The VENDOR agrees, upon written direction by COUNTY setting forth just cause, to remove from service at COUNTY facilities, any of its employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. VENDOR shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

**SECTION 8. POWERS RESERVED BY COUNTY.** The COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality and retail prices of all snack food vending items.

(b) Final determination of all snack food vending items.



(c) Final determination of the design, layout and location of all physical improvements for the vending activities and any future changes or modifications.

(d) Final determination of access to all vending areas at all times.

(e) The power to terminate this Agreement for acts of default by the VENDOR in accordance with Section 12 of this Agreement.

**SECTION 9. FINANCIAL REPORTING AND ACCOUNTABILITY.** The VENDOR shall maintain at all times accurate computerized accounting records on the operation of this concession. The VENDOR shall maintain a monthly accounting system that includes, but is not limited to the following:

(a) Complete inventories of vending equipment and other capital assets and expendable and consumable supplies maintained continuously at contract locations.

(b) Any other specific accounting information related to the Concessions operations which is determined by the COUNTY to be meaningful and necessary.

(c) VENDOR shall maintain, at its principal place of business, for a period of not less than five (5) years documentation for transactions relating to the computation of Gross Revenue and Net Sales. The COUNTY shall have the authority to make copies of all record for the purpose of verifying the accuracy of the VENDOR's financial obligations and payment to the COUNTY. It shall be the responsibility of the VENDOR to provide all information reasonably necessary for the audit at no expense to the COUNTY.

(d) All accounting records, documents, books, inventories, and other such related information shall be made available for COUNTY inspection at any time during the term of this Agreement. In addition to the right of inspection, the COUNTY shall have the right at any time to conduct a full audit of the VENDOR's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of the VENDOR relative to performance of this Agreement. The County is responsible to pay for all audits conducted by the COUNTY or by the COUNTY's independent accounting firm.

(e) The VENDOR shall provide a monthly financial report to Support Services the fifteenth (15<sup>th</sup>) day of each month which details all Gross Revenues, resulting from the concessions operations for the preceding month.

**SECTION 10. INDEMNIFICATION.** The VENDOR agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the VENDOR, its agents, servants, employees or other, provided that said loss, damage, liability and/or expense of death or injury to persons is not the result of COUNTY's negligence.

## **SECTION 11. INSURANCE.**

(a) General. The VENDOR shall at the VENDOR's own cost, procure the insurance required under this Section.

(1) Before taking possession of the leased premises, the VENDOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer(s) evidencing the insurance required by this Section (Commercial Liability, Property Insurance, Business Automobile Insurance and Workers' Compensation). The Certificate of Insurance shall provide that the COUNTY shall be given not less than forty-five (45) days written notice prior to the cancellation, non-renewal or restriction of coverage. Throughout the term of this Agreement and any extensions thereof, the VENDOR shall provide the COUNTY with a renewal or replacement of insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, pursuant to the above, if required by the COUNTY, the VENDOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) Neither approval by the COUNTY or failure to disapprove the insurance furnished by VENDOR shall relieve the VENDOR of the VENDOR's full responsibility for liability, damages, and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Such companies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority, or shall fail to maintain the requisite Best's Rating and Financial Size Category, the VENDOR shall, as soon as the VENDOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by that insurer with a different insurance company meeting the requirements noted above. Until such time as the VENDOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the VENDOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the VENDOR, the VENDOR shall, at the VENDOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall commence prior to or concomitant with the Commencement of the Agreement and shall be maintained in force until the Agreement expires. The amounts

and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) The VENDOR's insurance shall cover the VENDOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The minimum limits to be maintained by the VENDOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be not less than the following amounts:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Products/Completed Each Occurrence Limit	\$300,000.00 \$300,000.00

(C) Additional Insured - The Board of County Commissioners of Seminole County, Florida, its officials, officers, and employees are to be included as additional insureds.

(2) Property Insurance. VENDOR's insurance shall provide property insurance covering real property as follows:

(A) Special Form - Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 10, and CP 10 30.

(B) Amount of Insurance shall be one hundred percent (100%) of the insurable replacement cost value of the building and structures inclusive of improvements or betterments.

(C) Maximum Deductible - FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Named Insured - The Board of County Commissioners of Seminole County, Florida must be included as a named insured.

(E) Flood Insurance - When building or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(3) Business Auto Policy.

(A) The VENDOR's insurance shall cover the VENDOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 02), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the VENDOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the VENDOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the

VENDOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(4) Workers' Compensation/Employer's Liability.

(A) VENDOR's insurance shall cover the VENDOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$5,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(d) Coverage. The insurance provided by VENDOR pursuant to this Agreement shall apply on a primary basis and any other insurance or

self-insurance maintained by the COUNTY shall be excess of and not contributing with the insurance provided by or on behalf of the VENDOR.

(e) Provision. Commercial general Liability required by this Agreement shall be provided on an occurrence rather than a claims made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the VENDOR, nor that of its employees or agents of liability from any obligation under this Agreement.

#### **SECTION 12. TERMINATION OF AGREEMENT FOR BREACH.**

(a) Material Breach: Any actions by VENDOR or any failure by VENDOR to perform any obligation hereunder which directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of the specified locations, per attachments, be a material breach and shall entitle the COUNTY to terminate this Agreement and all rights arising hereunder upon fifteen (15) days written notice; provided that nothing herein shall preclude the COUNTY or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the VENDOR. The parties agree that the COUNTY shall retain the right, through its Support Services Manager to determine whether any action or failure of VENDOR constitutes a material breach hereunder, any such determination shall be conclusive and shall be binding upon the parties hereto for the purpose of terminating the Agreement in accordance with the foregoing.

(b) Loss of Essential Licenses - Extraordinary Breach. The parties agree that the loss by VENDOR of any license or permit necessary to legal performance of its duties and obligations hereunder shall consti-



tute an extraordinary breach of this Agreement and shall be grounds for immediate termination by the COUNTY. This provision shall apply specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection shall apply irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. The parties agree that the COUNTY shall retain the right to demand performance which is in all ways satisfactory to it and the Support Services Manager shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event VENDOR's performance hereunder is deemed unsatisfactory, the COUNTY shall have the right to terminate this Agreement and all rights and obligations hereunder. Upon delivery of fifteen (15) day's written notice to the VENDOR, notice of termination under this subsection shall provide such additional time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Director.

(d) Insolvency. The parties agree that the COUNTY shall have the right to immediately terminate this Agreement if VENDOR shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the VENDOR under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the VENDOR, or in the event that a receiver or trustee shall be appointed for the VENDOR or the interest of the VENDOR under this Agreement.

(e) Terminating Accounting. In the event of termination under this Section, each party shall have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties agree to submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination. The parties agree that in any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, the COUNTY shall be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas, immediately after the period for termination notice as provided for above has passed.

**SECTION 13. ADVERTISING.** All advertising by VENDOR, on site and off site, of the Concessions or VENDOR's services as it relates to this Agreement shall be approved by the Support Services Manager prior to use by VENDOR. The VENDOR may also be permitted to utilize advertising mediums to publicize the existence of the Concession's operation with COUNTY approval.

**SECTION 14. UTILITY SERVICE.** The COUNTY shall provide, at no cost to the VENDOR, water, electricity and sewer service. All maintenance and repairs required to enjoy any utility service shall be at VENDOR's sole cost and expense.

**SECTION 15. TAXES.** The VENDOR shall pay any and all taxes or special assessments which may be levied or assessed upon the Concession leased hereunder. The VENDOR shall pay all taxes on its own personal property and leasehold. VENDOR shall be responsible for all sales taxes which may arise in connection with the operation of its business.

**SECTION 16. TERMINATION FOR CONVENIENCE.** Upon providing thirty (30) day advance written notice, the COUNTY may terminate this Agreement for convenience of the COUNTY.

**SECTION 17. INSPECTION.** The COUNTY shall have the right to inspect, as it deems necessary, any or all of the VENDOR's operations including plants or warehouses, and when accompanied by the VENDOR's representative, other sources preparing or supplying food, milk or beverage items, etc., to ensure full compliance with health and sanitation standards.

**SECTION 18. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement or any interest arising herein, without the written consent of the other, which shall not be unreasonably denied.

**SECTION 19. SUBCONTRACTORS.** VENDOR shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY, which shall not be unreasonably denied.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of VENDOR to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the VENDOR an employee of the COUNTY, and the VENDOR shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the VENDOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

**SECTION 22. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreement sand negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION 23. WAIVER OF BREACH OR DEFAULT.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

**FOR COUNTY:**

Support Services  
205 W. County Home Road  
Sanford, FL 32773

**FOR VENDOR:**

Lance, Inc.  
P.O. Box 32368  
Charlotte, NC 28232-2368

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**SECTION 25. AMENDMENTS.** COUNTY or VENDOR may request amendments that would increase, decrease, change or clarify any of the provisions of this Agreement. Such changes must be authorized by COUNTY in writing and duly signed by the parties.

**SECTION 26. EQUAL OPPORTUNITY EMPLOYMENT.** VENDOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 27. PUBLIC RECORDS LAW.** VENDOR acknowledges COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. VENDOR acknowledges that COUNTY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 28. GOVERNING LAW.** This Agreement shall be governed by the Laws of the State of Florida.

**IN WITNESS WHEREOF,** the parties hereunto set their hands as of the dates written below.

ATTEST:

LANCE, INC.

\_\_\_\_\_  
MARGARET WICKLUND, Comptroller/  
Principal Account Officer

By: \_\_\_\_\_  
PAUL A. STROUP, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
J. KEVIN GRACE, County Manager

\_\_\_\_\_

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Within authority of Resolution  
No. 93-R-71 adopted February 23,  
1993.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
3/30/04  
ifb-3082

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Vending Equipment Locations

**Exhibit "A"**  
**SCOPE OF SERVICES**  
**VENDING SERVICES - SNACKS**

**A. VENDING MACHINES – SNACKS**

1. **EXCLUSIVITY:** The successful Vending Services Proposer (Vendor) will be the exclusive vending provider for Seminole County Government for the locations included in Exhibits B and C. The County reserves the right to add and remove locations from the contract.

**2. PRODUCTS AND MACHINES:**

- A. The County reserves the right to select at its discretion the types of machines and products that shall be placed in vending areas. All machines will be stocked with a variety of products, including health conscious selections.
- B. At this time, no hot foods or perishable food vending machines are requested.
- C. Sales history of vended snack products for 2003 is included in this package for bidders reference (See Exhibit "D")
- D. New and current manufacture machines, and modern design and construction adequate to take care of the requirements at each installation and shall be placed in an attractive and uniform arrangement in each authorized area are required for this contract. Machines are requested to be illuminated.
- E. The County's new Criminal Justice Center will be opening around July or August, 2004. Therefore, brand new machines (number of machines to be determined in the near future), will be required for this additional location.
- F. The County reserves the right to renegotiate if one or more facilities are materially changed from its present usage. The County also reserves the right to remove any vending machine or product that is not fulfilling the needs of the customers and replace with a more suitable vending machine and product.
- G. Keep vending machines adequately supplied with fresh unexpired merchandise at all times.
- H. Maintain a record of all equipment breakdowns by machine number, location, time and date of breakdown either discovered or reported, nature of breakdown and time and date each machine is repaired. This record shall be made available to the County upon request.
- I. Maintain a record of sales of the vending machines, by month and any product changes, either requested by the County or initiated by the Contractor. This record shall be made available to the County upon request.

3. **VENDING EQUIPMENT REQUIREMENTS:** The Vendor shall provide vending equipment not older than two (2) years. All machines shall have dollar change and automatic sales counters, which can be used for sales verification by the County. Bidders are requested to submit a list of the type of equipment to be provided

5. **LOCATIONS:** The locations specified in Exhibits B and C, entitled Vending Machines by Locations, constitute the total requirements of this contract at this time.
6. **DISPATCH:** The Vendor shall provide the Contract Administrator with a list of names, telephones and pager or cell numbers of Vendor personnel that may be contacted in case of an emergency with vending machines. Response time shall be within two hours.
7. **TRANSITION:** It is essential that the transition from the present equipment to any new installation, where applicable, be accomplished without substantial interruption to the services being provided.
8. **EQUIPMENT MAINTENANCE:** The Vendor will be responsible for all equipment maintenance and repair, at his/her expense, as follows:
  - a. Cleaning and polishing of the equipment so that the equipment is clean and presentable at all times.
  - b. Routine maintenance – all equipment to be checked periodically, and a record of service calls maintained and made available upon request.
  - c. Emergency service to be provided as required.
  - d. A realistic program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment must be instituted and carried out.
  - e. A service repair telephone number shall be noted on all equipment.
  - f. Compliance with Florida Statutes, Section 212.0515(3) (a) (1991) which requires a particular notice to be affixed to all vending machines is required.
9. **CHARGES:** The County shall not be charged for products or services of any type whatsoever unless otherwise specified in the Bid specifications.



**Exhibit "B"**  
**List of County Locations and Contacts**

<b>LOCATION</b>	<b>SNACK</b>	<b>CONTACT</b>	<b>NUMBER</b>	<b>ACCESS #</b>
Lake Sylvan Park 845 Lake Markham Road Sanford, FL	1	Vito Petrone	322-6567	194,000 Emp/Public annually
Red Bug Park 3600 Red Bug Lake Road Casselberry, FL	1	Paul Kobylarz	695-7113	630,000 Emp/Public annually
Seminole Softball Complex 264 W. North Street Altamonte Springs, FL	1	Ken Leventhal	788-0609	200,000 Emp/Public annually
Sanlando Park 401 W. Highland Street Altamonte Springs, FL	1	Wendy Russell	869-5966	420,000 Emp/Public annually
East Branch Library 310 Division Street Oviedo, FL	1	Beverly McCormick	366-8150	19 Employees
Northwest Branch Library 580 Greenway Blvd. Lake Mary, FL	1	Richard Gardiner	321-2419	20 Employees
Central Branch Library 215 N. Oxford Road Casselberry, FL	1	Christina Patten	339-4000	58 Employees
West Branch Library 245 Hunt Club Blvd. North Longwood, FL	1	Mildred Carter	862-2282	20 Employees
North Branch Library 150 N. Palmetto Avenue Sanford, FL	1	Meryl Schwartz Janean Campanero	322-2182	13 Employees
Probation 116 N. Hood Avenue Sanford, FL	1	Denise Evans	665-4606	24 Employees Numerous Public
Landfill 1930 E. Osceola Road Geneva, FL	1	Greg Regan	349-5539	18-24 employess
Central Transfer Station 1950 S.R. 419 Longwood, FL	2	Polly Andrews	665-2262	40 Employees 20 Public/day

Facilities 205 West County Home Road Sanford, FL	1	Cindi Tyre	665-5282	40 Employees
Administrative Services 200 West County Home Road Sanford, FL	n/a	Laura Pavlova	665-5251	15 Employees 50 Visitors/Day
Animal Services 232 Bush Blvd. Sanford, FL	1	Elaine Richarde	665-5203	24 Employees
Roads 149 Bush Loop Sanford, FL	1	Terri Touchton	665-5638	75 Employees
Roads Warehouse 101 Bush Loop Sanford, FL	1	Linda Robbins	665-5320	75 Employees
Fleet (Serco) 141 Bush Loop Sanford, FL	1	JB Swindell Sarah Romagnoli	665-5507	30 Employees Numerous Customers
Extension Auditorium 240 County Home Road Sanford, FL	n/a	Barbara Hughes	665-5559	9 Employees Numerous Public
Southeast Regional Water Treatment Facility (SERWTP)* 3300 Dike Road Winter Park, FL	1**	Tom Owens	665-2721	27 Employees
State Attorney 100 E. First Street Sanford, FL	1***	Carol Floyd	665-6410	90 Employees
Health Department 400 W. Airport Blvd. Sanford, FL	2	Bob Vitto	665-3220	130 Employees 25,000 visitors annually
Probation - Wilshire Plaza 134 Wilshire Plaza Casselberry, FL	1	Tom Schimpf Blanca Berrios	665-4623 4602	10 Employees 3,000 visitors annually

**\*Due to security measures in place, all deliveries/service calls must be scheduled 24 hours in advance by calling 407/665-2767. Drivers must have Company photo identification.**

**\*\*This location does not currently have a snack vending machine.**

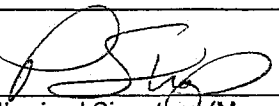
**\*\*\*This location will be relocating to the Criminal Justice Center in Aug/Sep 04.**

### List of Locations at Sheriff's Office

LOCATION	SNACK MACHINES	# EMPLOYEES
District 5 Lake Howell Square 1271 Semoran Boulevard Casselberry, FL 32707	1	36
District 6* 997 E. Altamonte Drive Altamonte Springs, FL 32801	1	27
District 7 The Shoppes of Sweetwater 3855 Wekiva Springs Road Longwood, FL 32708	1	33
John E. Polk Correctional Facility 211 Bush Boulevard Sanford, FL 32773	2	242
Juvenile Assessment Center 181 Bush Loop Sanford, FL 32773	1	16
Juvenile Enforcement Center 3026 Carrier Avenue, Building 349 Sanford, FL 32773	1	18
Sheriff's Office/Public Safety Building** 100 Bush Boulevard Sanford, FL 32773	1	350
Work Release Center 212 Bush Boulevard Sanford, FL 32773	1	10

\*This location will be relocating. A new address will be provided at that time.

\*\*Commission for this building is split 60/40 with 60% to the Sheriff's Office and 40% to the County.

<b>SUBMIT BID TO:</b>  Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771  <b>PURCHASING AND CONTRACTS DIVISION</b>	<b>INVITATION FOR BID</b>  <b>and</b> <b>Bidder Acknowledgment</b>
Contact: Gloria M. García, CPPB 407-665-7123 <i>ggarcia@seminolecountyfl.gov</i>	<b>IFB-3082-04/GMG</b>  <b>Term Contract for Snack Vending Machine Services</b>
Bid Due Date: <b>March 24, 2004</b> Bid Due Time: <b>2:00 P.M.</b>	<b>Location of Public Opening:</b>  County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Bidder Name: <b>LANCE, INC.</b>	Federal Employer ID Number or SS Number:
Mailing Address:  <b>P O BOX 32368</b>	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: <b>CHARLOTTE, NC 28232-2368</b>	
Type of Entity: <i>(Circle one)</i>  (Corporation) Partnership Proprietorship Joint Venture Incorporated in the State of: <b>NC</b>	X  Authorized Signature (Manual)
Telephone Number: <b>704 554 1421</b>	Typed Name:
Toll Free Telephone Number: <b>(800)438 1880</b>	Title:
Fax Number: <b>704 643 8154</b>	Date:

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

STATE OF FLORIDA )  
 ) ss  
COUNTY OF )

1. I am the PRESIDENT, CEO of LANCE, INC. with a local office in ORLANDO, FL and principal office in CHARLOTTE, NC.

2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***IFB-3082-04/GMG – Term Contract for Snack Vending Machine Service Agreement***

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.


7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 23rd day of MARCH, 2004

**PAUL A STROUP**  
Typed Name of Affiant  
  
Title **PRESIDENT, CEO**

Sworn to and subscribed before me this 22nd day of MARCH, 20 04

Personally known X OR Produced identification \_\_\_\_\_  
(Type of identification) \_\_\_\_\_

Notary Public - State of North Carolina Commission expires December 22, 2016

(Printed typed or stamped commissioned name of notary public)

Carolyn H. Martin

**Attachment B**  
**Compliance with the Public Records Law**


Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: LANCE, INC.

Authorized representative (printed): PAUL STROUP

Authorized representative (signature):  \_\_\_\_\_

Date: MARCH 23, 2004

Project Number: IFB-3082-04/GMG

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

**Attachment C**  
**BIDDER'S CERTIFICATION**

I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By:

LANCE, INC.

Signature

*Mike Wood*

**MIKE WOOD, MANAGER OF VENDING**

Name & Title, Typed or Printed

P O BOX 32368

Mailing Address

CHARLOTTE, NC 28232-2368

City, State, Zip Code

(800) 438 1880

Telephone Number

Sworn to and subscribed before me

This 22<sup>nd</sup> day of

March, 2004

*Carolyn H. Martin*

Signature of Notary Carolyn H. Martin

Notary Public, State of North Carolina

Personally Known

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

*My Commission Expires:*

*December 22, 2006*



## Vending Administration

Lance, Inc. P.O. Box 32368 Charlotte, NC 28232-2368 Phone: 800/438-1880 Fax: 704/643-8154

2.A.

March 22, 2004

Thank you for the opportunity to provide a proposal on Seminole County's snack vending needs.

Our products are marketed through our sales representatives who give dependable service as often as required. The Lance sales representative services a variety of accounts on a daily basis, and takes a personal interest in each account. They are also skilled in product rotation and vendor repair. We bake daily and ship by our own trailer units direct to our sales representatives who deliver our products.

Our Orlando District Sales Office has been servicing Seminole County since 1999 and our local sales representatives will continue to provide direct service. The sales representatives is supervised and trained by a division sales manager. There is also support on the district level from our District Operations Manager, John E. Thompson and our District Sales Manager, Gary Ratliff to assist in providing quality and timely service to the vendors that we place in the various locations.

Below is a list of the names, phone #'s and fax numbers as requested:

<u>SALES REP</u>	<u>PHONE #</u>	<u>YEARS OF SERVICE</u>
Gregory Anderson	386 774 9282	3
John Mitchell	407 330 3022	2
Thomas Alvis	904 532 3172	12
Joseph Dejoy	321 264 0594	NEW HIRE
Denis Robeau	407 696 6209	4

<u>DIV MANAGER</u>	<u>PHONE #</u>	
David Myers	386 774 0430	3

<u>DIST OPERATIONS MGR</u>	<u>PHONE #</u>	<u>FAX #</u>	<u>CELL PHONE #</u>
John E. Thompson	813 880 9000	407 932 4149	407 908 1523

<u>DIST SALES MANAGER</u>	<u>PHONE #</u>	<u>FAX #</u>	<u>CELL PHONE #</u>
Gary Ratliff	813 880 9000	813 889 0312	813 363 8471





## *Vending Administration*

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Lance, Inc. P.O. Box 32368 Charlotte, NC 28232-2368 Phone: 800/438-1880 Fax: 704/643-8154

3. A.

To Whom It May Concern:

Re: Organizational Background, Experience and Qualifications

Lance, Inc. was started in 1913 by Phillip L. Lance selling peanuts in Charlotte, North Carolina. Our first snack vending machine was placed on location in 1956. This makes Lance, Inc. one of the oldest and most experienced snack-vending companies in America.

We now produce over 200 different snack food products and offer National Brand items to include candy bars. Lance is the largest snack food manufacturer to own, operate and maintain its own vending machines. We deliver each week to more than 70,000 vending locations. Lance dominates the sandwich cracker market with a national market share of over 35% (source: AC Nielson).

Everyone at Lance is committed to providing our customers and consumers a high level of service. We value every customer and to ensure a quick response to their needs, we have established a high tech Vending Customer Service Department. Our local area Sales Representatives and Sales Management team stands ready to serve your vending needs.

Lance vending machines are designed with eye catching graphics and equipped with the latest electronic technology. We use these capabilities to offer more types of promotions than ever before. We use Point of Sale material to feature new products, announce promotions and advertise special values. As a pioneer in snack vending, Lance takes pride in being one the cutting edge of the snack vending industry.

Lance, Inc. agrees to be bound by the requirements of this proposal. We would like very much the opportunity to provide your facility all the benefits of the Lance Vending Program.

Sincerely,

LANCE, INC.

Manager of Vending

# Par Table #36

## Full Service Vendor Retail Price List

Lance, Inc. P.O. Box 32368 Charlotte, NC 28232-2368 USA Phone (704) 554-1421

<u>Item#</u>	<u>Item Desc</u>	<u>Price</u>	<u>Item#</u>	<u>Item Desc</u>	<u>Price</u>	<u>Item#</u>	<u>Item Desc</u>	<u>Price</u>
<b>Group 4 SANDWICH</b>			697	STRAWBERRY SUGAR WAFER 4	\$0.65			
4	TOASTY 120CT	\$0.55	8268	APPLE CEREAL BAR 8/16CT	\$0.60			
5	CHOC-O-LUNCH 120CT	\$0.55	8269	STRAWBERRY CEREAL BAR 8/	\$0.60			
7	TOASTCHEE 120CT	\$0.55	<b>Group 14 MEAT</b>					
8	VAN-O-LUNCH 120CT	\$0.55	105	BEEF & CHEESE STICK 6X24CT	\$1.10			
10	MALT 120CT	\$0.55	674	ORIGINAL KIPPERED BEEF 6/24	\$1.25			
11	NEKOT 120CT	\$0.55	676	TERIYAKI KIPPERED BEEF 6/24	\$1.25			
12	NIP CHEE 120CT	\$0.55	<b>Group 15 NUT</b>					
29	TOASTCHEE RF 120CT	\$0.55	14	PNUT SLTD 24CT	\$0.55			
41	CAPT WAFER CR CH 120CT	\$0.55	26	PNUT ROASTED 60CT	\$0.60			
42	CHEESE ON WHEAT 120CT	\$0.55	8180	PEANUT BAR 2X24 CT* 25%	\$0.60			
52	CAPT WAFER HONEY PNUT BTR	\$0.55	<b>Group 18 COOKIES</b>					
73	GRILLED CHEESE 120CT	\$0.55	32	KNOTT FARM RASPBERRY COO	\$0.70			
438	SMOKEHOUSE CHEDonCAP WA	\$0.55	429	CHOCOLATE CHIP COOKIE 60 C	\$0.65			
8141	SWISS ON WHEAT REG120CT	\$0.55	<b>Group 20 PRINGLES</b>					
<b>Group 5 DON PABLO'S</b>			500	PRINGLE #32127 ORIG 1.75 12CT	\$1.25			
8244	DON PAB NACHO 1oz 48ct	\$0.60	501	PRINGLE #32128 SC&O 1.75 12C	\$1.25			
8245	DON PAB RANCH 1oz 48ct	\$0.60	546	PRINGLE #33221 PIZZA 1.75OZ/	\$1.25			
<b>Group 8 MINT &amp; GUM</b>			<b>Group 22 THUNDER CHIPS</b>					
39	CHEWS SOUR BAG BLOOPS 10	\$0.75	215	POTATO CH BUF/BLU RG 7/8oz	\$0.60			
49	CHEWS WILD CHERRY 12/24CT	\$0.60	243	POTATO CH BBQ 7/8 OZ 48 CT R	\$0.60			
117	CHEWS STRAWBERRY 12X24CT	\$0.60	279	POTATO CH SC&O 7/8oz RG 48C	\$0.60			
119	CHEWS MINT 12X24CT	\$0.60	353	POTATO CH Ched&SC RG7/8oz 4	\$0.60			
121	CHEWS FRUIT 12X24CT	\$0.60	364	POTATO CH ORIG RG 7/8 OZ 48 C	\$0.60			
122	CHEWS CINNAMON 12 X 24CT	\$0.60	433	POTATO CH S&V RG 7/8OZ 48CT	\$0.60			
<b>Group 9 TOTAL MISC VEND</b>			557	CORN CHIPS BBQ RG 60CT	\$0.60			
72	SNACK MIX 1.75oz 60CT (96-146)	\$0.65	8103	POTATO CHIP SnV 1.4oz 36CT 6	\$0.65			
559	NACHO TORTILLA RG 60CT	\$0.60	<b>Group 23 CAPE COD DSD</b>					
<b>Group 10 CANDY</b>			358	CC1030 60/1oz CCSLT NPT DSD-	\$0.60			
211	SNICKERS 8X48CT	\$0.75	8175	CC1325 48/1.5oz Pretz DSD REG	\$0.60			
212	M & M PLAIN 8X48CT	\$0.75	<b>Group 26 GNC SS</b>					
213	M & M PEANUTS 8X48CT	\$0.75	572	GOLD-N-CHEES RG 60CT	\$0.60			
214	MILKY WAY 10X36CT	\$0.75	595	GOLD-N-CHEES BV 48CT	\$0.70			
217	M & M CRISPY 12X24	\$0.75	<b>Group 28 CHSE EXPLOSION</b>					
220	SKITTLES 10X36CT	\$0.75	554	CHEESE BALLS RG 60CT	\$0.60			
221	STARBURST 01151 10X36CT	\$0.75	560	CHEESE TWIST CRUNCHY RG 6	\$0.60			
630	TWIX CARAMEL BARS	\$0.75	<b>Group 29 ORIGINALS</b>					
631	MUSKETEERS 10X36 CT	\$0.75	550	POTATO CHIP PL RG 48CT	\$0.60			
8239	COOKIE & M&Ms 18 x 6 CT	\$0.75	551	POTATO CHIP BBQ RG 48CT	\$0.60			
<b>Group 13 CAKE</b>			<b>Group 30 PORK SKINS</b>					
58	BROWNIES UNPRICED 8 X 12 CT	\$0.60	578	PORK SKINS BBQ BIG VALUE 42	\$0.65			
110	HONEY BUNS NO PRICE 6X12CT	\$0.65	<b>Group 31 WHITE POPCORN</b>					
161	HONEY BUNS ICED 6X12CT 4OZ	\$0.70	227	POPCORN WHITE CHED RG60CT	\$0.60			
328	PECAN PIES UNPR 6x12 CT	\$0.70						
329	DUNKING STICKS UNPRICED 6X	\$0.65						
414	OATMEAL CREME UPR 12X12CT	\$0.60						
525	PNUT BTR WAF NP 2oz. 12/12CT	\$0.60						
643	CINNAMON ROLLS 4 x 12 CT	\$0.70						
696	VANILLA SUGAR WAFER 48 CT	\$0.65						

Section 4 –  
Scope of Services and Price Proposal

PROJECT: TERM CONTRACT FOR SNACK VENDING MACHINE SERVICES

COUNTY CONTRACT NO. IFB-3082-04/GMG

Name of Bidder: LANCE, INC.

Mailing Address: P O BOX 32368

Street Address: 8600 SOUTH BLVD 28273-6924

City/State/Zip: CHARLOTTE, NC 28232-2368

Phone Number: ( 704 ) 554 1421 800 438 1880

FAX Number: ( 704 ) 643 8154

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, and local conditions affecting the performance of the Work, hereby proposes and agrees to perform the required services in strict conformity Contract Documents, including Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, on file at the Purchasing and Contracts Division.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

**User Fee Payable:**

**User Fees:**

User Fee paid to the County is to be based on a percentage of gross receipts from sales of vended products less any applicable state sales taxes. List the percentage in the following paragraph.

**Sales:**

For each and every month of the Agreement, the Contractor shall pay to the County a sum of money called User fee equal to seventeen percent (17 %) of Contractor's **gross receipts** from sales of machines during each such calendar month or fractional calendar month from the snack sales. For any additional fractional calendar month during the term, the Contractor shall pay the County a User fee computed as above based upon the gross receipts from sales during such fractional calendar month. The date the User fee is required will be determine after the Agreement is executed. The User Fee received after the agreed date shall bear interest at the rate of 1-1/2% per month from the date due until paid.

Commissions for sales of vending machines located throughout Seminole County are to be made payable to the Board of Seminole County Commissioners, and sent to Seminole County Support Services, 200 W. County Home Road, Sanford, FL 32773-6179 – Attention: Angi Thompson - Principal Analyst.

Commissions for sales of vending machines located at Sheriff's Office Public Safety Building are to be split 60/40 as follows:

- 60% payable to the Seminole County Sheriff's Office and sent to 100 Bush Blvd., Sanford, FL 32773-670; Attention: George Sellery – Senior Manager, Financial & Fleet Services.
- 40% payable to the Board of Seminole County Commissioners and sent to Seminole County Support Services, 200 W. County Home Road, Sanford, FL 32773-6179 – Attention: Angi Thompson - Principal Analyst.

For each and every subsequent year, the User fee figure is subject to renegotiation and a mutual agreement of the parties under Contract. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the County, this Agreement may be terminated.

Vending Machine can supply mix of products:   X   Yes            No

**SEE ENCLOSED PAR TABLE 36**

One Machine dedicated to one type of product:   X   Yes            No

- Bidders shall submit a product list with vending prices. This will be included in the evaluation criteria as part of the selection process of the IFB.
- The County's new Criminal Justice Center will be opening around July or August, 2004. Therefore, brand new machines (number of machines to be determined in the near future) will be required for this additional location.

IN WITNESS WHEREOF, BIDDER has hereunto executed this FORM this   23rd   day of   MARCH  , 20  04  .

  LANCE, INC.    
(Name of BIDDER)

  
(Signature of person signing FORM)

  MIKE WOOD, MANAGER OF VENDING    
(Printed name of person signing FORM)